

INVITATION TO BID (BID) # FY 2014-2015-008

LOT CLEARING AND RELATED SERVICES

EXHIBIT I SCOPE OF WORK

PREPARED BY:
CITY OF HALLANDALE BEACH
PUBLIC WORKS DEPARTMENT AND
PROCUREMENT DEPARTMENT

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INTRODUCTION / INFORMATION

PURPOSE AND PROJECT SCOPE

The City of Hallandale Beach is seeking qualified firms to provide the following for services:

- 1) Lot Mowing,
- 2) Landscaping Services,
- 3) Lot Clearing,
- 4) Trash Collection,
- 5) Debris Removal and Collection,
- 6) Tree Trimming and Removal and
- Fence Clearing

The firm that is awarded a contract as a result of this Bid will be required to submit receipts of the disposal of any and all debris removed from properties as a result of this Bid. All receipts must identify property(s) being services by address, location or ID #.

The Project Manager for the City will be Dean Lettera, Contract and Asset Management. The Project Manager for Community Redevelopment Agency (CRA) will be Diana Wolfson, Real Estate and Property Management Coordinator.

The services are to be provided to the following areas:

Zone 1: The City of Hallandale Beach Community Redevelopment Agency (HBCRA),

Zone 2: Florida East Coast Railroad (FEC) Right of Way, and

Zone 3: Foster Road Areas.

The information for these locations are found below.

The scope of work includes services stated above for Zones: 1, 2 and 3. These services are to include but not limited to, grass/lot mowing, debris removal, fence clearing, tree trimming and removal and clearing of any and all related debris, cuttings tree limbs from roadway and surrounding areas.

The services are to be provided:

- 1) On an as needed basis. These services are to be provided when the Project Manager provides the request via telephone. A two (2) business day response time is required for services. Failure to respond to a service call within the specified time will result in the Contractor paying any and all costs associated with the lot clearing services performed by a secondary contractor.
 - The Contractor will be given two (2) days' notice prior to the call for the services, at which time Contractor will commence operations and continue in a workmanlike manner during normal working hours, until all work authorized on said list(s) is completed.
- 2) <u>Monthly and bi-weekly basis</u>. Contractor shall provide lot mowing services two (2) times per month; once every fifteen (15) days or as needed when needed.

Completion Time:

Contractor shall complete each property(s) within one (1) work day, including Saturday. Contractor shall supply the necessary personnel to complete said work within the one (1) day period. Lot maintenance for Zone 1 may be completed between two (2) to three (3) days.

Disposal Sites:

Firm are required to provide with their submittal the location of disposal site(s) for any and all debris, trimmings and related items and materials removed from City properties for this Bid. Firm must provide this information labeled as such with their response.

Pedestrian and Vehicular Safety:

The Contractor shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, barricades and ground personnel needed to give safety, protection, and warning to persons and vehicular traffic within the area. All minimum safety standards required by Municipal, County, State and Federal ordinances and laws shall be strictly met by the contractor.

Utilities:

The contractor shall make all necessary arrangements with the utility companies concerned for protection of their lines during the work period. The contractor shall exercise extreme caution to eliminate and possibility of damage to any utilities. Prior to commencing work at each site, the Contractor shall locate and mark any existing water lines, sprinkler heads, fire hydrants, sewers, septic tanks, drain fields, wells, drainage structures, telephone and power cables, buried markers and other utilities that may be endangered by or be a hazard to the clearing operations. The inspection of the site conducted by the contractor shall include seeking any downed power or telephone lines which may be hidden in the undergrowth. If any is found, the Contractor shall report it to the City for notification of the proper authority immediately. No work shall be performed at the site until after the utility damage has been repaired.

Valuable Trees:

The Contractor shall note the location of all valuable trees, shrubs, hedges and similar cultivated plants as may be defined in County Ordinances, and shall mark each as necessary and take particular care to avoid damaging them by the contractor's operations. Subject to approval, the Contractor may be permitted to trim shrubs or trees or remove their lower branches to facilitate the land clearing work.

Structures:

The Contractor shall note the location of and exercise care to avoid damaging any building, wall, curb, sidewalk, driveway, or other structure located on or adjacent to the site of the work.

Driveways:

The Contractor shall promptly repair any damage to driveways caused by his/her operations,(by and at the contractors expense) and such repair shall restore the damaged area to a condition equal to or better than that of the existing adjacent area of the driveway, using similar materials if considered feasible by the City Inspectors.

Sidewalks:

Prior to commencing any work, the Contractor shall examine the condition of any sidewalk located on or adjacent to the site, noting any cracked or broken areas, or potholes Any sidewalk damaged as a result of the Contractor's work shall be repaired or replaced (by and at the Contractor's expense), in accordance with current City specifications for such work. New concrete sidewalk sections required for such repair shall consist of full panels only, and they shall match the grade, dimensions, color and finish of the existing adjacent sidewalk. Repairs to damaged sidewalks consisting of lime rock base with surface treatment shall be made by replacement or patching as directed by the City inspector.

Parkways:

Parkways between the property line and the street pavement which are damaged by the work shall be restored (by and at the Contractors Expense) to a condition similar to that existing prior to commencement of the work. The Contractor shall locate any existing drainage inlets and structures within the parkway and shall avoid causing interference with the drainage function of the parkway swale by his operations or by any repair work or restoration of facilities damaged by the work.

Repair of Damage:

The Contractor shall promptly repair any damages to the road, facilities, services, utilities, irrigation lines or vegetation caused by its operations to any improvement on the site or adjacent to it. Such repair to restoration shall be performed (by and at the Contractor's expense) and to the satisfaction of the City inspector prior to final acceptance. Failure to restore said damage properly within three (3) working days following notification will result in a deduction from the next invoice of City expense incurred through the execution of appropriate labor, material, and equipment use or rental to restore property to its original condition.

Removal of Debris and Cleaning up:

Prior to acceptance of the work by the City, the Contractor shall remove from the site all trash and debris and shall dispose of such materials at approved dump sites. The Contractor shall be required, prior to mowing, to remove all light debris found on the area to be cleared, to include, paper, cans, bottles, scrap metal, scrap lumber and any kind of debris that can be run over by mower and shredded.

Prior to removal of abandoned bulk trash including, but not limited to, refrigerators, stoves, auto bodies, bicycles, tires and similar bulk materials, Contractor is required to provide a written quote to CRA project manager for approval.

Vegetation such as small brush, weeds and overgrown grass may be left on the site after cutting, provided it is crushed, chipped, or otherwise ground up into small particles, and spread evenly over the site so that no piles of debris remain.

Disposal receipts substantiating proof of the legal disposal of the aforesaid waste shall be submitted to the participating (DPW) or CRA agency with all invoices.

Signs and Barricades:

It will be the Contractor's responsibility to utilize "Caution" and "Detour" signs, barricades, etc., when necessary or as instructed by the City.

Equipment and Safety:

The Contractor's vehicles used in the performance of the services outlined in this solicitation shall be clearly identifiable by signs with full company name and telephone number displayed. Contractor's personnel shall wear a uniform with company name clearly visible.

The Contractor shall supply all tools, and equipment of every kind, ample in quantity and capacity, in good working order and suitable in character to carry on the work of this contract according to the approved program. The City shall be the sole judge of the Contractor's equipment being adequate to perform the services outlined in this solicitation.

Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of the Occupational Safety and Health Act and other applicable laws, building and construction codes shall be observed. Machinery, equipment and other hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention In Construction", published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of any law.

All equipment shall be maintained in an efficient and safe operation condition while performing work under the contract. Equipment shall have proper safety devices maintained at all times while in use. If the equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the City shall direct the contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the City. The Contractor shall be responsible and liable for injury to persons caused by the operation of the equipment.

Zone 1: Hallandale Beach Community Redevelopment Agency (HBCRA).

CRA may acquire or dispose of properties at any time.

<u>Mowing and trimming:</u> each property to be maintained once a month during the dry season (November – April), twice a month during the rainy season (May – October). All bulk trash and debris materials collected on site shall be disposed of at the approved documented disposal site.

Tractor Mowing for the purpose of this Bid is defined as the clearing of land by mechanical means through a device that mows or cuts, by blades, the weeds and brush to be height or not more than 3 inches from the surface of the ground (except valuable trees and plants). Tractor mowing will be used as the means to clear lots where the terrain is level but containing high weeds and/or brush. The Contractor shall remove all litter from the lot prior to mowing.

Vegetation such as small brush, weeds and grass, may be left on the site after cutting, providing that it is crushed, chipped or otherwise ground into small particles, and spread evenly over the site so that no piles of debris remain. This will only be allowed within vegetation materials that will decay or decompose and blend into the soil in approximately thirty days or less. All other trimmings and debris found thereon shall be removed with proper and legal disposal. By whatever means the work is to be accomplished, it is understood that certain degree of material effort with hand tools may be required in the removal of growth and other debris of a nature foreign to the land.

<u>Trash</u>: Each property to be provided with debris removal prior to mowing and trimming. Surrounding areas and road way shall be blown free of any debris resulting from the services provided by the Contractor. All trash and debris materials collected on site shall be disposed of at documented disposal sites.

Hard junk can be described as furniture, large cans, mattresses, auto parts, rubber, metal, plastic, cement, cloth, cardboard, glass, wood or a combination of these materials into furniture, appliances or machinery that can be taken without special equipment such as wreckers or cranes. Building materials and rocks are to be determined by the Project Manager.

White goods are defined as refrigerators, freezers, washing machines, dryers, stoves, dishwashers, water heaters and air conditioning units.

Tires of all sizes, whether mounted or off the rims, are included.

Pick-up/Loading:

Pick-up/loading, which comprises clearing of land through mechanical or hand means, (including but not limited to raking, pitch-forking, or shoveling, to pick-up paper, cardboard, cans, bottles and similar light debris), will be loaded into dump trucks properly equipped for over-the roadway hauling and dumping. Occasional heavy pickups will also be required.

Trimming:

Trimming involves the trimming and/or clearing of all vegetative growth except valuable trees and cultivated plants and removal from the property of all trimming and debris found thereon with proper and legal disposal.

Hauling:

Contractor shall remove from the property all trimmings and debris found thereon, and haul and dispose of trash, brush and refuse from the lot clearing site.

Disposal:

Contractor shall properly dispose of any and all vegetation, paper, cardboard, cans, bottles and similar light debris, scrap metal and scrap lumber, abandoned equipment such as refrigerators, stoves, auto parts, bicycles and similar materials, for both lot clearing and pool clearing and drainage services, at its own expense and as required by all applicable Federal, State and local laws and regulations.

<u>Lot Mowing/Maintenance</u>:

Contractor shall mow, edge, rake, and properly dispose of all debris to maintain the properties in a neat and clean condition. Contractor shall remove all litter, trash and all other debris accumulated and dispose at own expense.

<u>Fence cleaning</u>: remove any debris and growth attached to the fence.

Bulk trash pickup: due to illegal dumping.

<u>Tree trimming</u>: trim or remove any dead, overgrown or unsafe.

<u>Light Debris Removal</u>: this includes light debris removal such as paper, bags, and any and all debris that may be shredded by mowing before mowing.

Zone 2: FEC Right of Way:

Exhibit I – Scope of Services

The FEC (Florida East Coast Railroad) boundaries are on Dixie Highway between State Road: 824 (Pembroke Road) and 215th Street (County Line Road).

<u>Mowing and trimming</u>: of the entire FEC right-of-way requires a minimum of eighteen (18) cuttings per year, twice a month during the rainy season (May – October) and once a month during the dry season (November – April).

<u>Tree Trimming</u>: of all trees within the FEC right-of-way once a year (February). Contractor is responsible for removing all tree trimmings and dispose of trimmings at a documented disposal site.

<u>Trash</u>: All debris shall be removed prior to cutting. Surrounding areas and road way shall be blown free of any debris resulting from the services provided by the Contractor. All trash and debris materials collected on site shall be disposed of at documented disposal site.

Zone 3 Foster Road:

Foster Road (NW 9th Street) boundaries are between Dixie Highway and NW 11th avenue, between street curbing and sidewalk.

<u>Mowing and trimming</u>: of the entire Foster Road right-of-way (swale) twice a month to include mowing, edging along street curbing and sidewalk and trimming around all trees and signage.

<u>Trees</u>: To be included in the cost, fertilizer is to be applied to all trees along the Foster Road right -of-way twice a year: (June & October)

<u>Trash:</u> palm fronds, cuttings and debris shall be removed prior to mowing. Surrounding areas and road way shall be blown free of any debris resulting from the services provided by the Contractor. All trash and debris materials collected on site shall be disposed of at a documented disposal site.

For Zone 2 and 3:

Tractor Mowing/Clearing:

Tractor Mowing for the purpose of this contract is defined as the clearing of land by mechanical means through a device that mows or cuts, by blades, the weeds and brush to be height or not more than 3 inches from the surface of the ground (except valuable trees and plants). In this contract, tractor mowing will be used as the means to clear lots where the terrain is level but containing high weeds and/or brush. The contractor shall remove all litter from the lot prior to mowing.

Vegetation such as small brush, weeds and grass, may be left on the site after cutting, providing that it is crushed, chipped or otherwise ground into small particles, and spread evenly over the site so that no piles of debris remain. This will only be allowed within vegetation materials that will decay or decompose and blend into the soil in approximately thirty days (30) or less. All other trimmings and debris found thereon shall be removed with proper and legal disposal.

By whatever means the work is to be accomplished, it is understood that certain degree of material effort with hand tools may be required in the removal of growth and other debris of a nature foreign to the land.

Bulk Waste and Other Items:

Hard junk can be described as furniture, large cans, mattresses, auto parts, rubber, metal, plastic, cement, cloth, cardboard, glass, wood or a combination of these materials into furniture, appliances or machinery that can be taken without special equipment such as wreckers or cranes. Building materials and rocks are to be determined by the Project Manager.

White goods are defined as refrigerators, freezers, washing machines, dryers, stoves, dishwashers, water heaters and air conditioning units.

Tires of all sizes, whether mounted or off the rims, are included.

Pick-up/Loading:

Pick-up/loading, which comprises clearing of land through mechanical or hand means, (including but not limited to raking, pitch-forking, or shoveling, to pick-up paper, cardboard, cans, bottles and similar light debris), will be loaded into dump trucks properly equipped for over-the roadway hauling and dumping. Occasional heavy pickups will also be required. Trimming:

Trimming involves the trimming and/or clearing of all vegetative growth except valuable trees and cultivated plants and removal from the property of all trimming and debris found thereon with proper and legal disposal.

Hauling:

Contractor shall remove from the property all trimmings and debris found thereon, and haul and dispose of trash, brush and refuse from the lot clearing site.

Disposal:

Contractor shall properly dispose of any and all vegetation, paper, cardboard, cans, bottles and similar light debris, scrap metal and scrap lumber, abandoned equipment such as refrigerators, stoves, auto parts, bicycles and similar materials, for both lot clearing and pool clearing and drainage services, at its own expense and as required by all applicable Federal, State and local laws and regulations.

Lot Mowing/Maintenance:

Contractor shall mow, edge, rake, and properly dispose of all debris to maintain the properties in a neat and clean condition. Contractor shall remove all litter, trash and all other debris accumulated and dispose at own expense.

Lots to be added Zone 4:

The following services may be needed throughout the Contract Term for lots that the City and CRA may add. For such the following services will be needed:

<u>Mowing and trimming:</u> each property to be maintained once a month during the dry season (November – April), twice a month during the rainy season (May – October). All bulk trash and debris materials collected on site shall be disposed of at the approved documented disposal site.

Tractor Mowing for the purpose of this Bid is defined as the clearing of land by mechanical means through a device that mows or cuts, by blades, the weeds and brush to be height or not more than 3 inches from the surface of the ground (except valuable trees and plants). Tractor mowing will be used as the means to clear lots where the terrain is level but containing high weeds and/or brush. The Contractor shall remove all litter from the lot prior to mowing.

Vegetation such as small brush, weeds and grass, may be left on the site after cutting, providing that it is crushed, chipped or otherwise ground into small particles, and spread evenly over the site so that no piles of debris remain. This will only be allowed within vegetation materials that will decay or decompose and blend into the soil in approximately thirty days or less. All other trimmings and debris found thereon shall be removed with proper and legal disposal. By whatever means the work is to be accomplished, it is understood that certain degree of material effort with hand tools may be required in the removal of growth and other debris of a nature foreign to the land.

<u>Trash</u>: Each property to be provided with debris removal prior to mowing and trimming. Surrounding areas and road way shall be blown free of any debris resulting from the services provided by the Contractor. All trash and debris materials collected on site shall be disposed of at documented disposal sites.

Hard junk can be described as furniture, large cans, mattresses, auto parts, rubber, metal, plastic, cement, cloth, cardboard, glass, wood or a combination of these materials into furniture, appliances or machinery that can be taken without special equipment such as wreckers or cranes. Building materials and rocks are to be determined by the Project Manager.

White goods are defined as refrigerators, freezers, washing machines, dryers, stoves, dishwashers, water heaters and air conditioning units.

Tires of all sizes, whether mounted or off the rims, are included.

Pick-up/Loading:

Pick-up/loading, which comprises clearing of land through mechanical or hand means, (including but not limited to raking, pitch-forking, or shoveling, to pick-up paper, cardboard, cans, bottles and similar light debris), will be loaded into dump trucks properly equipped for over-the roadway hauling and dumping. Occasional heavy pickups will also be required.

Trimming:

Trimming involves the trimming and/or clearing of all vegetative growth except valuable trees and cultivated plants and removal from the property of all trimming and debris found thereon with proper and legal disposal.

Hauling:

Contractor shall remove from the property all trimmings and debris found thereon, and haul and dispose of trash, brush and refuse from the lot clearing site.

Disposal:

Contractor shall properly dispose of any and all vegetation, paper, cardboard, cans, bottles and similar light debris, scrap metal and scrap lumber, abandoned equipment such as refrigerators, stoves, auto parts, bicycles and similar materials, for both lot clearing and pool clearing and drainage services, at its own expense and as required by all applicable Federal, State and local laws and regulations.

<u>Lot Mowing/Maintenance</u>:

Contractor shall mow, edge, rake, and properly dispose of all debris to maintain the properties in a neat and clean condition. Contractor shall remove all litter, trash and all other debris accumulated and dispose at own expense.

<u>Fence cleaning</u>: remove any debris and growth attached to the fence.

Bulk trash pickup: due to illegal dumping.

<u>Tree trimming</u>: trim or remove any dead, overgrown or unsafe.

<u>Light Debris Removal</u>: this includes light debris removal such as paper, bags, and any and all debris that may be shredded by mowing before mowing.

MINIMUM QUALIFICATION REQUIREMENT YEARS OF EXPERIENCE:

All firms responding to this Bid, in order to be eligible to respond to this Bid, must demonstrate and submit with firm's response all of the requirements stated below. An affirmative statement and submission of evidence <u>must</u> be included with the firm's response indicating that firm meets this requirement.

In order for your firm's response to be considered, firms must each have a minimum of three (3) years' experience having provided the scope of work as outlined in this Bid and proven experience in providing landscaping and land maintenance field. Proof of experience may be provided by:

1) Sunbiz.org incorporation. Firm must provide a copy of Sunbiz for their firm for this submittal.

Or

2) An affirmative statement and submission of evidence demonstrative of the years' experience.

All firms that are submitting a response to this Bid, either through Joint Venture, a Joint Collaborative Proposal, etc., must submit a single response proposal. Each firm must be incorporated for three (3) years.

All firms named under the submission must also submit all forms requested in Exhibit II.

MINIMUM QUALIFICATION REQUIREMENT CERTIFICATES AND LICENSES:

All firms responding to this Bid, in order to be eligible to respond to this Bid, must submit with firm's response all of the Certificates and Licenses stated below.

Broward County Tree Trimming License.

Broward County Occupational License.

All proposals must be submitted in accordance with the Bid document which may be obtained online at www.cohb.org/bidnotifications.

ADDITIONAL BACKGROUND INFORMATION

The City of Hallandale Beach is a City Manager/City Commission form of government. It serves an area of approximately 4.4 square miles with a population of approximately 37,000 off –season with an increase in population to approximately 50,000 during season. The City's fiscal year begins October 1st and ends September 30th.

END OF SECTION

PRICING SHEET CRA ZONE 1

All firms must provide the pricing utilizing the format below to provide pricing for CRA properties. The pricing below covers all services specified above for Zone 1.

FOLIO ID #	<u>ADDRESS</u>	LOT SIZE	TOTAL PRICE
544004070000		IN SQ FT	_
514221070060	300 NW 7 COURT	5847	\$
514221090370	822 NW 3 TERRACE	4020	\$
514221090430	813 NW 3rd TERRACE	2955	\$
514221090450	807 NW 3rd TERRACE	2955	\$
514221090620	811 NW 4th AVENUE	1970	\$
514221090630	807-809 NW 4 AVENUE	3941	\$
514221090680	804-806 NW 4th TERRACE	3942	\$
514221090770	813-817 NW 4th TERRACE	5911	\$
514221090950	803-805 NW 5th AVENUE	5903	\$
514221150351	506-508 FOSTER ROAD	3750	\$
514221150370	509 NW 6 STREET	4000	\$
514221150380	513 NW 6 STREET	4000	\$
514221150420	522-526 FOSTER ROAD	5625	\$
514221150500	518 FOSTER ROAD	3750	\$
514221150520	510-512 FOSTER ROAD	3750	\$
514221150570	414 FOSTER ROAD	5625	\$
514221170280	212 NW 5th STREET	10361	\$
514221170290	208 NW 5 STREET	4693	\$
514221170310	200 NW 5 STREET	7035	\$
514221170410	304 NW 5th STREET	7029	\$
514221190620	745 NW 5 COURT	4240	\$
514221270180	720 FOSTER ROAD	5825	\$
514221290240	1035 NW 8 STREET	4200	\$
514222040320	310 NW 4th STREET	2000	\$
514222040411	323 FOSTER ROAD	10591	\$
514222040450	417 NW 3 AVENUE	7000	\$
514222040460	311 FOSTER ROAD	6373	\$
514222070010	500 NW 1 AVENUE	7501	\$
514222070020	509 N DIXIE HIGHWAY	18736	\$
514222070030	504 NW 1 AVENUE	7501	\$

TOTAL PRICE	000111111111111111111111111111111111111	11100	\$
514222070120	505 NW 1 AVENUE	14108	Ś
514222070110	501 NW 1 AVENUE	6724	\$
514222070070	517 N DIXIE HIGHWAY	12505	\$
514222070060	513 N DIXIE HIGHWAY	6251	\$
514222070050	512 NW 1 AVENUE	22486	\$
514222070040	505 NW 1 AVENUE	7501	\$

THE CITY RESERVES THE RIGHT TO INCREASE OR DECREASE THE ITEM QUANTITIES FOR PROJECT TO MEET ITS AVAILABLE BUDGET USING THE UNIT PRICES PROVIDED ABOVE.

PRICING SHEET FEC RIGHT OF WAYS AND FOSTER ROAD ZONES 2 AND 3

All firms must provide the pricing utilizing the format below to provide pricing for properties. The pricing below covers all services specified above for Zone 2 and Zone 3.

			TOTAL PRICE
FEC Right of Ways	Pembroke		
	Road South		
	to County		
	Line Road		
	East and		
	West Side		
	of Tracks		
Foster Road	Dixie		
Properties	Highway		
	West to 11		
	Avenue		
TOTAL PRICE	•	-	\$

THE CITY RESERVES THE RIGHT TO INCREASE OR DECREASE THE ITEM QUANTITIES FOR PROJECT TO MEET ITS AVAILABLE BUDGET USING THE UNIT PRICES PROVIDED ABOVE.

PRICING SHEET ADDED LOTS

All firms must provide the pricing utilizing the format below to provide pricing for lots the City may add during the Contract Term. For these lots the services to be covered see information for Zone 4.

LOT SIZE	UNIT OF	UNIT PRICE/SQ
	MEASURE	FT
Varies	Sq. Ft	

COST PROPOSAL:	
l,	
Name of authorized Officer per Sunb	iz Title
·	
of	
Name of Firm as it appears or	າ Sunbiz
hereby attest that I have the authority to sig above referenced information is true, compl	n this notarized certification and certify that the lete and correct.
Signature	Print Name

CONTRACT TERMS

The term of the Agreement is for three (3) years.

The contract shall expire on the last day of the three (3) year period. The City may extend this contract for two (2) additional one (1) year periods at the same terms, conditions and prices upon mutual agreement of both parties. The Proposer agrees to this condition by signing its proposal. If the Contractor cannot renew at these same terms, conditions, and prices, Contractor must notify City in written form on/or before sixty (60) days prior to contract expiration.

The submittal responses shall be valid until such time as City Commission awards a contract as a result of this Bid.

The Contract shall remain in effect provided the services rendered by the awarded firm during the contract period are satisfactory and the funding is available as appropriated on an annual basis.

City reserves the right, where it may serve the City of Hallandale Beach's best interest, to request additional information or clarification from Proposers.

Notwithstanding anything to the contrary contained herein, the City of Hallandale Beach reserves the right to waive formalities in any proposal and further reserves the right to take any other action that may be necessary in the best interest of the City. The City further reserves the right to reject any or all proposals, with or without cause, to waive technical errors and informalities or to accept the proposal which in its judgment, best serves the City of Hallandale Beach.

The City will evaluate proposals and may conduct discussions with, and may require presentations by firms.

INSTRUCTIONS FOR SUBMITTAL OF RESPONSES

Firms are to submit responses <u>only on a thumb drive</u> that is searchable in adobe format. No hardcopy (paper) submittals nor CDs will be accepted. In order to ascertain that the proposal information provided on the thumb drive contains data that allows the reviewer to perform an "edit" "find" search your firm must test each thumb drive before it is submitted. <u>Firms must make sure that the thumb drive is tested before submission</u>. Do not place password on the thumb drives. Provide three (3) thumb drives with your firm's submittal.

Section below, Submission of Proposals, outlines the format which firms must follow for responses to this Bid.

REFERENCES:

The City will conduct reference checks as a component of due diligence to determine the capability of firms to be able to perform the requirements of the project. The reference questions will be sent via email; therefore, please make sure that the references your firm provides are aware that they will be receiving a Reference Form from the City of Hallandale Beach to be completed by a deadline date.

Each firm responding to this Bid must provide five (5) verifiable references with knowledge of your firm's contract performance with local government entities or private sector entities.

Each firm must provide the following information for the references provided and ensure that the contact information provided is up to date and accessible.

- Name of firm-company for which work was provided.
- Name of Reference (Project Manager) charged with managing said project. References shall be employees in senior level management positions.
- Type of services provided. Year services started and was completed.
- Dollar amount of contract.
- Phone # for Reference (Project Manager). Updated email address for Project Manager.

The references provided will be sent, via email, a Reference Form to complete. Please make sure that the references your firm provides are aware they will be receiving a Reference Form from the City of Hallandale Beach to complete by a deadline date.

CONFLICT OF INTEREST

If you are an employee, board member, elected official(s) or an immediate family member of any such person, please indicate the relationship in the form provided in the Form's Section. Pursuant to the City of Hallandale Beach Standards of ethics any potential conflict of interest must be disclosed and if requested, obtain a conflict of interest opinion or waiver from the City Commission prior to entering into a contract with the City of Hallandale Beach.

I. DEFINITIONS

- **City** the City of Hallandale Beach or the City Commission, a municipal corporation of the State of Florida.
- City's Contract Administrator means the City's representative duly authorized by the City Commission and/or City Manager, to provide direction to the Contractor regarding services provided pursuant to this Bid and the Contract.
- **Contract and Contract Documents** means the agreement for Agreement for this Project to be entered into between the City and the Successful Proposer/Contractor.
- **Contractor** the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.
- Local City of Hallandale Beach Vendor pursuant to Chapter 23, Procurement, Section 23-6 of the Code of Ordinances of the City of Hallandale Beach, Florida.
- **Project Manager** means the Contractor's representative authorized to make and execute decisions on behalf of the Contractor.
- **Proposal** means the proposal or submission submitted by a Proposer. The terms Proposal and Bid are used interchangeably and have the same meaning.
- **Proposer** means one who submits a Proposal in response to a solicitation. The terms Proposer and Bidder are used interchangeably and have the same meaning.
- **Proposal Documents** the Request for Proposals, Instructions to Proposers, Technical Specifications, plans and attachments and the proposed Contract Documents (including all Addenda issued prior to the opening of Proposals).
- **Successful Proposer** means the qualified, responsible and responsive Proposer to whom City (on the basis of City's evaluation as hereinafter provided) makes an award.

SUBMITTAL DUE DATE:

Reponses are due: Friday, March 13, 2015 no later than 11:00am.

RESPONSES MUST BE SUBMITTED IN A SEALED ENVELOPE AND MUST BE MAILED OR HAND DELIVERED TO AND LABELED AS FOLLOWS:

CITY OF HALLANDALE BEACH
Your Firm's Name Here
CITY CLERK'S DEPARTMENT – EXECUTIVE OFFICES
400 SOUTH FEDERAL HIGHWAY – 2ND FLOOR
HALLANDALE BEACH, FL 33009
TITLED: BID NO. FY2014-2015-000
LOT CLEARING AND RELATED SERVICES

MANDATORY PRE-BID CONFERENCE:

Mandatory Pre-Bid Conference is being held <u>February 17, 2015 at 11:00 am</u>, City Hall Commission Chambers, 400 South Federal Highway, Hallandale Beach, FL 33009. In order for your Firm's response to be accepted a representative from your firm must have attended the Mandatory Pre-Bid Conference and signed in for your firm.

LAST DAY FOR QUESTIONS:

Any questions are to be submitted via email to alues@cohb.org by no later than February 20, 2015 no later than 11:00 A.M.

BUDGET/FUNDING AVAILABLE FOR THIS PROJECT:

The total funding available funding for this project is \$70,000.

BID BOND:

Each proposer must provide with the submission a Bid Guarantee/Bond in the form of a Certified Check, or Cashier's Check, or Bid Bond in the amount of five percent (5%) of the total proposed project price, payable to the City of Hallandale Beach.

TENTATIVE SCHEDULE

THE DATES SHOWN BELOW ARE TENTATIVE AND ARE NOT BINDING AND MAY BE SUBJECT TO CHANGE.

BID ADVERTISING DATE	FEBRUARY 4, 2015
BID RELEASED	FEBRUARY 4, 2015
MANDATORY PRE-BID CONFERENCE	FEBRUARY 17, 2015 11 AM
QUESTIONS	ALL QUESTIONS MUST BE EMAILED BY NO LATER THAN FEBRUARY 20, 2015 BY NO LATER THAN 11 AM
DEADLINE FOR RECEIPT OF RESPONSES	MARCH 13, 2015 BY NO LATER THAN 11 AM
CONTRACT AWARD BY CITY COMMISSION – ESTIMATED	TO BE DETERMINED
PROJECT START DATE – ESTIMATED	TO BE DETERMINED

	LIST OF CITY ADMINISTRATORS	
1.	CITY MANAGER	
	Renee C. Miller	
	400 S. Federal Highway	
	Hallandale Beach, Florida 33009	
	(954) 457-1300	
2.	DIRECTOR OF PUBLIC WORKS	
	Steven F. Parkinson, P.E., PWLF	
	630 NW 2 nd Street	
	Hallandale Beach, Florida 33009	
	(954) 457-1623	
3.	PROCUREMENT DIRECTOR	
	Andrea Lues	
	400 S. Federal Highway	
	Hallandale Beach, Florida 33009	
	(954)457-1332	
4.	SENIOR PROCUREMENTSPECIALIST	
	Joann Wiggins	
	400 South Federal Highway	
	Hallandale Beach, FL 33009	
	(954)457-1331	
5.	ASSISTANT DIRECTOR OF ENGINEERING (DPW)	
	Mariana Pitiriciu, P.E., PMP	
	630 NW 2 nd Street	
	Hallandale Beach, Florida 33009	
	(954) 457-3042	
6.	CONTRACT AND ASSET MANAGEMENT (DPW)	
	Dean Lettera	
	630 NW 2 nd Street	
	Hallandale Beach, FL 33009	
	(954)457-1615	
7.	CRA REEAL ESTATE AND PROPERTY MANAGEMENT COORDINATOR	
	Diana M. Wolfson	
	400 S. Federal Highway	
	Hallandale Beach, FL 33009	
	(954) 457-1303	

QUESTIONS:

For information pertaining to this Bid, contact the Procurement Department (954) 457-1333. Such contact shall be for clarification purposes only. Changes, if any, to the scope of the services or proposal procedures will be transmitted only by written addendum.

INSURANCE REQUIREMENTS:

The Contractor that will submit a response to the bid will be required to obtain and maintain the following insurance requirements for the life of the contract. The Certificate of Insurance will be required to be provided within the time specified in the notification provided by the Procurement Department after award of contract by the Commission.

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under any resulting contract.

Commercial General Liability. Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate. Contractor agrees it's coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability. The Operator agrees any Self-Insured-Retention or deductible shall not exceed \$25,000.

<u>Business Automobile Liability.</u> Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Operator does not own automobiles, Operator agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Contractor's Pollution Legal Liability. Contractor agrees to maintain Contractor's Pollution Legal Liability at a limit of liability not less than \$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate. The CONTRACTOR agrees the policy shall include a minimum three (3) year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective date of the Contract, or the performance of Work hereunder. The Contractor agrees the Self-Insured-Retention shall not exceed \$25,000. This coverage may be provided on a Per-Project Basis.

<u>Worker's Compensation & Employer's Liability</u>. The Contractor agrees to maintain its own Worker's Compensation & Employers Liability Insurance. (NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).

<u>Commercial Umbrella/Excess Liability</u>. Contractor agrees to maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than \$5,000,000 Each Occurrence \$5,000,000 Aggregate. The Contractor agrees to endorse the City as an <u>"Additional Insured"</u> on the Commercial Umbrella/Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure/true follow-form basis, or the City is automatically defined as an Additional Protected Person. The Contractor agrees any Self-Insured-Retention or deductible shall not exceed \$25,000.

Additional Insured Endorsements. The Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with a CG 2010 10 01 Additional Insured - Owners, Lessees, or Contractors, or similar endorsement providing equal or broader Additional Insured coverage. If a CG2010 07 04 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement is provided by the Operator's Commercial General Liability, then the additional endorsement of GC2037 10 01 Additional Insured – Owners, Lessees, or Contractors – Completed Operations shall be required to provide back coverage for the contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard.. (Attach an actual copy of the endorsement(s)...contact your insurance agent).

Additionally, Contractor agrees to endorse the City as an <u>"Additional Insured"</u> under the Commercial Umbrella/Excess Liability and the Inland Marine Builders Risk Insurance as also provided herein.

The name of the organization endorsed as Additional Insured for all endorsement shall read "<u>City of Hallandale Beach".</u>

<u>Deductibles, Coinsurance Penalties & Self-Insured Retention</u>. Contractor agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to City, the Contractor agrees, when requested by City, to maintain a Commercial Surety Bond in an amount equal to said deductible amount.

<u>Waiver of Subrogation</u>. Contractor agrees by entering into this written Contract to a Waiver of Subrogation in favor of the City, Contractor, sub-Contractor, architects, or engineers for each required policy providing coverage during the life of this Contract. When required by the insurer, or should a policy condition not permit the Operator to enter into a pre-loss agreement to waive subrogation without an endorsement, the Operator agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement, or voids coverage should the Operator enter into such an agreement on a pre-loss basis.

Right to Revise or Reject. Contractor agrees the City reserves the right, but not the obligation, to review or revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the City reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due of its poor financial condition or failure to operating legally in the State of Florida. In such events, City shall provide Operator written notice of such revisions or rejections.

<u>No Representation of Coverage Adequacy</u>. The coverages, limits or endorsements required herein protect the primary interests of the City, and the Contractor agrees in no way should these coverages, limits or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.

Certificate of Insurance. Contractor agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available by Contractor's insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. When notified by City, the Contractor agrees not continue work pursuant to this Contract, unless all required insurance remains in effect.

The City shall have the right, but not the obligation, of prohibiting Contractor from entering the Work site until a new Certificate of Insurance is provided to the City evidencing the replacement coverage. The Contractor agrees the City reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to the City. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the City shall have the right, but not the obligation, to purchase replacement insurance, which the Contractor agrees to reimburse any premiums or expenses incurred by the City.

The Contractor agrees the Certificate(s) of Insurance shall:

- 1. Clearly indicate the City has been endorsed on the Commercial General Liability with a CG 2010 10 01 Additional Insured Owners, Lessees, or Contractors Schedule Person or Organization, or similar endorsement providing equal or greater Additional Insured coverage, or collectively the CG2010 07 04 Additional Insured Owners, Lessees, or CONTRACTORS Scheduled Person or Organization and GC2037 10 01 Additional Insured Owners, Lessees, or Contractors Completed Operations, if applicable. (Attach an actual copy of the endorsement...contact your insurance agent).
- 2. Clearly indicate the City is endorsed as an Additional Insured on the Commercial Umbrella/Excess Liability and Inland Marine Builder's Risk Insurance
- 3. Clearly indicate the <u>project name</u> and <u>project number</u>.
- 4. Clearly identify each policy's limits, flat & percentage deductibles, sub-limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
- 5. Clearly indicated Certificate Holder(s) as follows:

City of Hallandale Beach 400 South Federal Highway Hallandale Beach, Florida 33009

Umbrella/Excess Liability.

6.

- Clearly indicate the City is endorsed as an Additional Insured on the Commercial
- 7. Clearly indicate the <u>project name</u> and <u>project number</u>.